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Date 26-NOV-2001 4:26pm  
Fee: 51.00 Check  
CALLEEN PESHELL, Recorder  
Filed By KHL  
FIRST AMERICAN TITLE INS CO  
TOOELE COUNTY CORPORATION

WHEN RECORDED RETURN TO:

DIAMOND BY RANCHES LLC  
1195 EAST MAIN STREET  
LEHI, UTAH 84043

**DECLARATION OF RESTRICTIONS**

**DEER HOLLOW SUBDIVISION, PHASE 3 and 5 Amended**

*July*  
~~JUNE~~ 9 2001

KNOW ALL MEN BY THESE PRESENTS:

That Diamond BY Ranches LLC, being the owner and "Developer", of that property in Tooele City, Utah, described as follows:

Lots 301 through 311 inclusive, Deer Hollow Phase 3 Subdivision, and Lots 501 through 510 inclusive, Deer Hollow Phase 5 Amended Subdivision, each subdivisions according to the official plat thereof, recorded in the Office of the County Recorder of Tooele County (hereinafter referred to as "Subdivision").

and desiring to establish the nature of the use and enjoyment thereof, does declare said premises subject to the following express covenants, conditions and restrictions:

1. Single Family Residential Use. All of said lots in the Subdivision shall be known and described as, and limited in use to, single-family residential lots.
2. Construction. All structures on said lots shall be of new construction, and no buildings shall be moved from any other location onto any of said lots, except as provided in paragraph 3 herein. All construction work shall be prosecuted diligently from commencement until completion.
3. Temporary Structures. No structure shall be constructed or placed on any lot prior to construction and completion of the dwelling house permitted in paragraphs 4 and 5 herein, except as follows: Subject to prior approval of Developer, temporary structures may be erected or placed on a lot when the same are used in connection with the construction of the dwelling house permitted under paragraphs 4 and 5 and such temporary structures shall be promptly removed upon completion of said dwelling house. Subject to prior approval of Developer, a temporary sales office used only for the original sale of lots and/or houses constructed or to be constructed on lots within this Subdivision may be erected, placed or maintained on a lot during the original sale thereof; and said temporary sales office shall be promptly removed upon the completion of the original sale of the lots and/or houses in this Subdivision.
4. Submission of Plans. Subject to the restrictions set forth in paragraph 5 herein, no building, fence, wall, antenna, tower, cooling unit or structure of any kind or character shall be commenced, erected, placed or maintained on any lot unless and until plans and specifications (including but not limited to grading and landscape plans) showing the nature, location, quality of proposed materials, size, area, height, color, shape and design thereof first shall have been submitted to and approved in writing by Developer and a copy thereof as finally approved lodged permanently with said Developer. Failure of Developer to reject in writing said plans and specifications within sixty (60) days from the date they are submitted to Developer shall constitute approval of said plans and specifications. Developer shall have the

ACCOMMODATION RECORDING ONLY  
FIRST AMERICAN TITLE MAKES NO  
REPRESENTATION AS TO CONDITION OF  
TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF DOCUMENT

right to refuse to approve any such plans or specifications which, in its opinion, are not suitable or desirable with respect to the individual lot concerned or the Subdivision as a whole. In this regard, Developer shall have the right to take into consideration the matters mentioned above, as well as the aesthetics of the proposed building or other structure, the harmony thereof with the surroundings, the effect of the building or any structure as seen from the adjacent or neighboring property and the effect on the Subdivision as a whole. All subsequent exterior additions, changes or alterations, including but not limited to painting, of any building, fence, wall, antenna, tower, cooling unit or other structure of any kind or character shall be subject to the prior approval of Developer or his assigns under the same conditions herein set forth.

5. **Building Requirements.** The following restrictions shall apply whether Developer approves, or fails to approve, the plans and specifications pursuant to paragraph 4 herein:

(a) **Type of House.** No building other than one single-family dwelling house, with no less than a two-car garage attached thereto, shall be constructed or permitted on a lot. This shall not prohibit such other attachments to the dwelling house as are permitted under subparagraph (b) herein.

(b) **Attachments.** Any structure such as a garage, storage room, bathhouse, etc., having a roof and/or walls above the surface of the ground, shall be attached to the dwelling house. This shall not prohibit unattached private recreational facilities, including swimming pools, tennis or badminton courts, etc. on a lot.

(c) **Dwelling quality and Size.** The ground floor area of the main structure, exclusive of garage, exterior storage rooms, and open porches, shall be not less than 1600 square feet for a one-story dwelling, nor less than 2200 square feet total floor area above ground for a two-story dwelling. In a split-level dwelling the combined area of the single level and one of the two levels in the adjoining two-story portion of the dwelling, exclusive of garage, exterior storage rooms, and open porches, shall not total less than 1900 square feet.

(d) **Set Back Lines.** Unless a written exception is granted by the Developer where unusual circumstances exist, the following set back lines shall apply:

(1) No building shall be located on any lot nearer than 31 feet to the front lot line, or nearer than 15 feet to any side street line.

(2) No building shall be located nearer than 8 feet to an interior lot line, and both side yards, when added together, shall be at least 20 feet.

(3) No dwelling shall be located farther than 40 feet from the front lot line or nearer than 30 feet to the rear lot line.

(4) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(e) **Hedges. Fences. and Walls.** Unless approved by Developer, no hedge more than 3 feet high and no fence or wall, except a split rail fence not more than 2 feet 6 inches high, shall be erected, placed or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot and, where said hedge, fence or wall is located between two lots, it shall not be closer to the front street than the front of the adjoining residence. On corner lots, any hedge, fence or wall other than a hedge or fence allowed above, erected or placed on the

side yard adjacent to the side street shall be located back from the side lot line at least as far as the minimum required for a residential structure. In no case will chain link fencing be erected. No fence is to be higher than 6' in other areas unless approved by Developer.

(f) Heating and Air Conditioning Units. All heating, air conditioning or other equipment of any nature whatsoever, if placed outside the dwelling house, shall either be located on the ground or screened or concealed from neighboring property and the streets. All such units, if located on the roof of the dwelling, shall be installed on the rear portion of the roof away from the street and below the ridge line. Any portion of such installation that is seen from the street shall be screened in such a way manner as will harmonize with the balance of the residence. Such screening shall be subject to the approval of Developer.

(g) Service and Utility Lines. Electric power, telephone, television and other service and utility lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground (except to the extent, if any such underground placement may be prohibited by law). This restriction shall apply to the service and utility lines for each and every lot in the Subdivision, as well as to the distribution lines located in the streets or elsewhere in the Subdivision. However, the foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers, where required.

6. Building Materials. Unless a written exception is granted by Developer all exterior building areas shall consist of materials which include natural stone, brick or stucco. All exterior building areas facing the street shall consist of at least thirty (30%) natural rock or brick.

In no event will the developer approve the installation and use of aluminum or vinyl siding, with the exception of soffits and fascia.

All material colors, hues and texture shall reflect high quality and shall be consistent with the surrounding natural environment.

7. Vehicles - Parking. All motor vehicles shall be parked either in a garage or driveway. Motorized and other vehicles shall not be parked in the street for more than twenty-four hours. All vehicles owned by home owners shall be parked either in the garage or driveway. All recreational vehicles shall be parked either in the garage or a concrete pad located at the side of the garage. Said vehicle shall not extend beyond the front elevation of the attached garage or the front elevation of the house.

8. Nuisances. No noxious or offensive activity may be carried on or permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial or institutional purposes.

9. Animals and Pets. No animals, fish or birds of any kind shall be raised, bred, or kept on any lot; except that commonly accepted household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes.

10. Clothes Lines and Storage. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened so as to conceal them from view of neighboring property and streets.

11. Garbage and Refuse Disposal. All rubbish, trash or garbage shall be kept in containers, out of view, and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited. An electric garbage disposal unit shall be installed in each dwelling house.
12. Excavations and Grading. No excavating or grading shall be done that may cause either temporary or permanent erosion of dirt or soil onto adjacent lots or property. No excavating or grading shall be done that concentrates or diverts the natural flow of water onto adjacent lots or property.
13. Conveyance Restrictions. Deeds of conveyance of the premises, or any part thereof may contain the foregoing restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, each and all of said restrictive covenants shall be valid and binding upon the respective Grantees. Invalidation of any one of the reservations, covenants or restrictions herein by judgment, order or decree of a court of competent jurisdiction shall not affect any of the other reservations, covenants or restrictions, which shall remain in full force and effect.
14. Architectural Control Committee.
  - (a) Membership. The Architectural Control Committee is as of the date of this document composed of Bruce Bolinder, 4076 North Droubay Road, Erda, Utah, Linda Bolinder, 4076 North Droubay Road, Erda, Utah, James Yates, 1195 East Main Street, Lehi, UT 84043. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
  - (b) At any time, the then record owners of majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.
  - (c) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
16. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property

owner's expense upon the request of the Architectural Control Committee. Landscaping of all front and side yards shall be completed no later than 120 days from the issuance of a certificate of occupancy from the Tooele City Building Inspection Department. Landscaping of the back yards shall be completed no later than 180 days from the same date mentioned above.

Frontage Trees. At the request of Tooele City the owner of a lot must plant a tree in the park strip (between the top back of curb and the edge of the sidewalk). Said tree must be not less than two inches (2") in caliper measured one foot (1') from the ground. The type of tree shall be consistent with other trees planted in similar locations, however, Owner shall consult Developer prior to planting to determine proper variety, location and size.

All trees shall be planted within sixty (60) days of occupancy. In the event the dwelling is occupied during periods when planting is not advisable, planting shall occur not later than one hundred and twenty (120) days from occupancy.

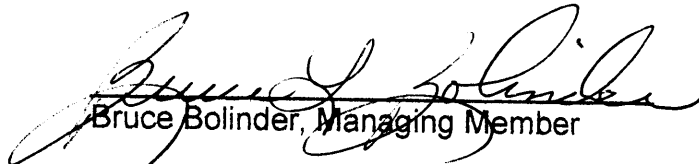
17. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

18. Vacant Lots. All lots shall be maintained in such a way as to not detract from the natural beauty of the subdivision or become unsightly to the surrounding neighbor. No trash, vehicles, or any other material shall be dumped, placed or stored on vacant lots.

The owner of a vacant lot shall maintain a lot so that weeds and other plant life is controlled in a slightly manner.

In the event a lot is deemed by the Architectural Committee a nuisance or unsightly, and after a written notice has been delivered to owner and providing owner does not resolve the matter within fourteen (14) days of written notice the Architectural Committee shall enter the lot, resolve the nuisance or remove the unsightly material and otherwise maintain the lot and submit the bill for the work performed to owner for payment. In the event owner does not pay, in full, the bill within forty-five (45) days of receipt the Architectural Committee may place a lien for the amount of said bill upon the lot.

DIAMOND BY RANCHES LLC.

  
Bruce Bolinder, Managing Member

STATE OF UTAH )

:ss.

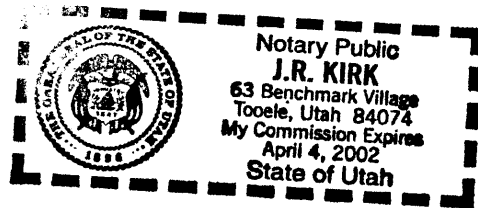
COUNTY OF TOOELE )

ON THE 9 DAY OF ~~JUNE~~ 2001, PERSONALLY APPEARED BEFORE ME

*July*

BRUCE BOLINDER THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY  
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

  
NOTARY PUBLIC




**ACCEPTANCE AND ACKNOWLEDGEMENT  
OF DEER HOLLOW SUBDIVISION, PHASE 3 & 5 Amended  
DECLARATION OF RESTRICTIONS**

**JULY 9, 2001**

The undersigned hereby accept and acknowledge that we are the owners of lots in Deer Hollow Subdivision Phase 3 and Deer Hollow Subdivision Phase 5 Amended and hereby make my lot subject to the Declarations of Restrictions Deer Hollow Subdivision, Phase 3 & 5 Amended recorded concurrently in the Tooele County Recorder's office. I intend this dedication to be binding upon ourselves and any successors in title.

**Lot 307, DEER HOLLOW SUBDIVISION, PHASE 3  
Tax ID No.: 13-066-0-0307**

**OWNER,  
EG ENGLAND INVESTMENTS CO., LTD, A UTAH LIMITED PARTNERSHIP**

  
\_\_\_\_\_  
E. Gary England, Partner

  
\_\_\_\_\_  
Colleen B. England, Partner

**Lot 505, DEER HOLLOW SUBDIVISION, PHASE 5, Amended, less and excepting any portion lying East of the Boundary line described in that certain Boundary Line Agreement dated November 8, 2000, and recorded December 6, 2000, as Entry No. 156205, in Book 650, at Page 490.  
Tax ID No.: 13-086-0-0505**

\_\_\_\_\_  
Owner: William C. Zentner

\_\_\_\_\_  
Owner: Dian J. Zentner

**Lot 507, DEER HOLLOW SUBDIVISION, PHASE 5, Amended, less and excepting any portion lying East of the Boundary line described in that certain Boundary Line Agreement dated November 8, 2000, and recorded December 6, 2000, as Entry No. 156205, in Book 650, at Page 490.  
Tax ID No.: 13-086-0-0507**

**OWNER:**

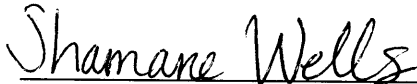
**KAYE M. PRATT REVOCABLE TRUST, dated May 22, 2000**

  
\_\_\_\_\_  
N. Bradley Pratt, Trustee

**Lot 508 DEER HOLLOW SUBDIVISION, PHASE 5, Amended, less and excepting any portion lying East of the Boundary line described in that certain Boundary Line Agreement dated November 8, 2000, and recorded December 6, 2000, as Entry No. 156205, in Book 650, at Page 490.**

**Tax ID No.: 13-086-0-0508**

  
\_\_\_\_\_  
Owner: Brett R. Wells

  
\_\_\_\_\_  
Owner: Shamane Wells



STATE OF UTAH )  
 )SS  
COUNTY OF TOOELE )

E 172653 B 719 P 892

THIS CERTIFIES that on this 26<sup>th</sup> day of September, 2001, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named **E. GARY ENGLAND AND COLLEEN B. ENGLAND** known to me to be the persons named in and who executed the foregoing instrument and who **E. GARY ENGLAND AND COLLEEN B. ENGLAND** known to me to be PARTNERS of the partnership of **EG ENGLAND INVESTMENTS CO., LTD, A UTAH LIMITED PARTNERSHIP** acknowledged to me that **THEY** executed said instrument freely and voluntarily for the purposes and use herein mentioned, on behalf of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY \_\_\_\_\_

Marta Johnson

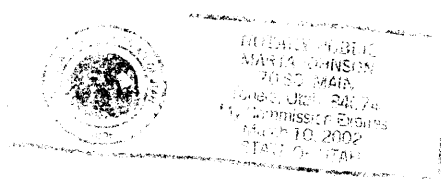
My Commission Expires: 3/10/02

STATE OF UTAH )  
 )SS  
COUNTY OF TOOELE )

On this day personally appeared before me **BRETT R. WELLS AND SHAMANE WELLS** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that **THEY** signed the same as **THEIR** free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this **24TH** day of **JULY**, 2001.

Marta K Johnson  
Notary Public

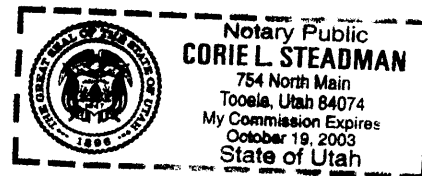
Commission Expires: 3/10/02



STATE OF UTAH )  
 )SS  
COUNTY OF TOOELE )

On this 26<sup>th</sup> day of Sept., 2001, personally appeared before me, **N. BRADLEY PRATT**, known to me to be the Trustee of the **KAYE M. PRATT REVOCABLE TRUST, DATED MAY 22, 2000** and the Trustees who subscribed the said Trust name to the foregoing instrument, acknowledged to me that **HE** executed the same in said Trust name, and that said Trust executed the same.

Corie L Steadman  
NOTARY PUBLIC  
Commission Expires:



ACCEPTANCE AND ACKNOWLEDGEMENT  
OF DEER HOLLOW SUBDIVISION, PHASE 3 & 5 Amended  
DECLARATION OF RESTRICTIONS

JULY 9, 2001

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Lot 307, DEER HOLLOW SUBDIVISON, PHASE 3  
Tax ID No.: 13-066-0-0307

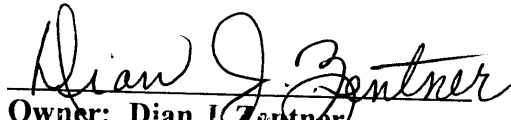
OWNER,  
EG ENGLAND INVESTMENTS CO., LTD, A UTAH LIMITED PARTNERSHIP

\_\_\_\_\_  
E. Gary England, Partner

\_\_\_\_\_  
Colleen B. England, Partner

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Tax ID No.: 13-086-0-0505

  
Owner: William C. Zentner

  
Owner: Dian J. Zentner

Lot 507, DEER HOLLOW SUBDIVISION, PHASE 5, Amended, less and excepting any portion lying East of the Boundary line described in that certain Boundary Line Agreement dated November 8, 2000, and recorded December 6, 2000, as Entry No. 156205, in Book 650, at Page 490.  
Tax ID No.: 13-086-0-0507

OWNER:  
KAYE M. PRATT REVOCABLE TRUST, dated May 22, 2000

\_\_\_\_\_  
N. Bradley Pratt, Trustee

Lot 508 DEER HOLLOW SUBDIVISION, PHASE 5, Amended, less and excepting any portion lying East of the Boundary line described in that certain Boundary Line Agreement dated November 8, 2000, and recorded December 6, 2000, as Entry No. 156205, in Book 650, at Page 490.

Tax ID No.: 13-086-0-9508

*Brett R. Wells*  
Owner: Brett R. Wells

*Shamane Wells*  
Owner: Shamane Wells

WITH THE ARMED FORCES OF THE UNITED STATES  
AT CAMP ZAMA, KANAGAWA-KEN, HONSHU, JAPAN ss.

On this day personally appeared before me WILLIAM C. ZENTNER and DIAN J. ZENTNER, known to me and who subscribed their names to the foregoing instrument, adknnowledged to me that they executed the same as their true and voluntary act.

Granted the Powers of a  
Notary Public by Law:  
10 U.S.C. 1044a

*John M. Dystra*  
JOHN M. DYSTRA  
LTC, Judge Advocate  
US Army Reserve  
